

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Marcie Nolan, Acting Development Services Director

FROM/PHONE: 954 797-1101

PREPARED BY: Sandy Saikley, Office Supervisor

SUBJECT: Home Business Tax Receipt

AFFECTED DISTRICT: 4

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: Express Auto Paint, Inc., 1401 SW 136 Avenue

REPORT IN BRIEF: Per Land Development Code 12-34 (N) Home occupations (Business Tax) are permitted for telephone and mail communication only and are subject to the regulations contained in the Town Code. In the AG, A-1, and R-1 districts, Town Council approval is required. On 03/19/08 a site inspection was done and the property was found in compliance with no outside storage or signs per Town code.

PREVIOUS ACTIONS: On April 2, 2008, Town Council voted to table this item to the April 16, 2008 meeting and requested that the applicant to provide information as to the physical location of the auto paint business. A statement from the applicant as to the address is attached.

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account Name:

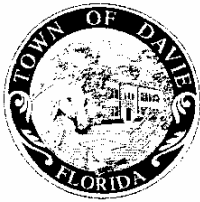
If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Staff finds this application complete and suitable for transmittal to Town Council.

Attachment(s): Business Tax Receipt, Home Business Tax Receipt Affidavit, Letter of Intent.



DEVELOPMENT SERVICES DEPARTMENT
BUSINESS TAX RECEIPT DIVISION
6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1112 • FAX: 954.797.1204 • WWW.DAVIE-FL.GOV

HOME BUSINESS TAX RECEIPT APPLICATION

APPLICANTS: COMPLETE BOTH SIDE OF APPLICATION

BUSINESS NAME: EXPRESS AUTO DENT INC.

CORPORATION NAME: EXPRESS AUTO DENT INC.

BUSINESS ADDRESS: 1401 SW 136 AVE ZIP: 33325

BUSINESS MAILING: 1401 SW 136 AVE ZIP: 33325

BUSINESS PHONE: 954 394 9581 CELL: 954 394 9581

DESCRIBE TYPE OF BUSINESS: Bodywork & Dent

BUSINESS IS: CORPORATION ☒ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ LLC ☐

OWNER/OFFICER (S) HOME ADDRESS CITY/ZIP PHONE

1. Salvador Jaramillo 1401 SW 136 AVE 33325 Davie 954 394 9581

2. _____

FEDERAL ID NUMBER _____ OR SOCIAL SECURITY _____

I understand this is an application for a Business Tax Receipt in the Town of Davie. Until I have received the Business Tax Receipt, I will not conduct any business at this location. The Business Tax, upon receipt, is valid until September 30, 08 and must be renewed before each October 1st. SS

Initial

This application for Business Tax Receipt allows mail and telephone use only, no signs or exterior storage, no on-site employees are permitted.

Salvador Jaramillo
Print owner or officer's name and title

Salvador Jaramillo
Signature of owner or officer

OFFICE USE ONLY:			
Date	<u>3/4/08</u>	Category	<u>13500</u>
Folio	<u>50-40-15-01-0010</u>	Fee	<u>127.63</u>
Exempt _____ per Sec 13-3			
New	<input checked="" type="checkbox"/>	Transfer	<input type="checkbox"/>
Name	_____	Address	_____
Owner	_____	Transferred from	_____
Tax Number	<u>0829073</u>	Control Number	<u>20255</u>
Location ID Number	<u>7878</u>		
Zoning	<u>R-1</u>		
Council Approval Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zoning Approval	<input checked="" type="checkbox"/>
Date	<u>12/1/08</u>		
Town Council Date	_____	Approved	_____
Denied	_____	Tabled	_____

HOME BUSINESS TAX RECEIPT APPLICATION

SECTION 12-34 (N)-DEFINITION:

Home Business Tax Receipt shall mean any use conducted entirely within a dwelling and carried on by persons residing in the dwelling unit, which is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof and in connection with which there is no display or stock in trade. The Home Business Tax Receipt shall involve phone and mail use only and shall not involve the use of any accessory building or yard space or activity outside of the main building not normally associated with residential use.

SECTION 13-23 - LOCATION OF BUSINESS TAX RECEIPT; ZONING REGULATION

(a) Each application for the Business Tax Receipt shall definitely state and set out the exact location at which business shall be operated. Before issuance of a Business Tax Receipt, verification of applicable zoning will be made. If the applicable zoning regulations do not permit the practice of such business, occupation or profession, the Business Tax Receipt will be denied. All Business Tax Receipts granted by council action by special exception, variance or by vested rights for nonconforming use, shall be so stated on the face of the license.

(b) Notwithstanding any provision to the contrary herein contained, certain businesses, professions or occupations may be conducted within a residentially zoned area (not to include R-1 or A-1, which require council approval) on a restricted basis for which a restricted Business Tax Receipt may be issued by the town. The owner of such business will secure a restricted Business Tax Receipt from the town subject to the provisions and limitations contained herein.

(c) Any person engaged in a personal profession or occupation which requires the use of his own personal residence may apply for a restricted Business Tax Receipt. Such application may list his home address as the place of business for the purpose of complying with the following conditions.

(1) No sign of any type may be posted or displayed on the premises which might serve to indicate that the premises are being used as a restricted home business use, except as required in accordance with all governmental bodies. No vehicles with any signs painted on them, which might serve to indicate that the premises are being used for restricted Business Tax Receipt use, shall be parked within the view of public right-of-way.

(2) The applicant shall not use the premises or any improvements thereon for the creation, storage, distribution, repair or sale of any of any merchandise or goods which would be visible from any location off the premises.

(3) No noise, odors, smoke or nuisance of any type shall arise from the conduct of the business here permitted or authorized.

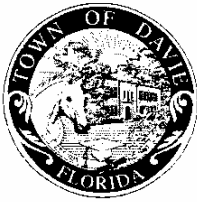
(4) The applicant shall not cause or permit in connection with the business authorized herein any traffic that shall interfere or disrupt the flow for street use in the neighborhood.

(5) Any restricted Business Tax Receipt issued pursuant hereto may be revoked by the town council at any time upon notice and hearing for the violation of any provisions herein contained or for the violation of any ordinance of the town or law of the state pertaining to regulating or tax such business or for any other good and sufficient reason; provided, however, that this provision shall not effect the power of the court to revoke certain tax receipt where such revocation specifically provided for by ordinance. (Code 1964 8-6)

I understand the description of Home Business Tax Receipt as stated in Section 13-23, regarding Home Business Tax Receipt and the definition (12-34 N)

SA/Ch. Sam. H.
Applicant's Signature

3/4/08
Date



DEVELOPMENT SERVICES DEPARTMENT
BUSINESS TAX RECEIPT DIVISION

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
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HOME BUSINESS TAX RECEIPT AFFIDAVIT

Town of Davie, Planning & Zoning, & Business Tax Division,
6591 Orange Drive, Davie, FL 33314

I understand that this is an application for a home business tax receipt in the Town of Davie and I may not conduct any business at this location until I have received the tax receipt document. I further understand that this business tax receipt upon issuance, is valid until September 30, 08, and must be renewed before October 1st.

I understand that as long as I conduct business in the Town of Davie I must keep an active business tax receipt.

This application for home business tax receipt allows mail and telephone use only, no signs or storage, or on-site employees or clients are permitted.

All contractors must provide a copy of a lease at an alternate site for storage of equipment.

I Saketh Saranilla certify that, to the best of my knowledge, all of my statements are true, correct, complete and made in good faith.

Print Owner or Officer's Name and Title Saketh Saranilla Business owner

Signature of owner or officer: Saketh Saranilla Date: March 4, 08

The foregoing was acknowledged before me this 4 day of March 2008
By, Saketh Saranilla Who is personally known to me or who has produced
FL DL - J654784644490 as identification and whom did/did not take an oath

NOTARY PUBLIC [Signature]

COMMISSION EXPIRES: _____

A FALSE STATEMENT ON ANY PART OF BUSINESS TAX RECEIPT MAYBE GROUND
FOR REVOKING SAID DOCUMENT OR SUSPENDING THE RECEIPT AFTER IT HAS BEEN
ISSUED.

[Signature] Residency verified

To whom it may concern.

Express Auto Paint Inc administrative office address is 1401 SW 136 Ave Davie FL 33325. This address is only for mail and phone only. There will be no employees, customers, signs outside or any kind of storage.

Attached to this letter is the business lease where we are located at 2000 SW 71 Terrace, Bay B3-B4 Davie FL 33317. At this location all the body work will be done and also all the paint jobs will be done. Any questions regarding this letter please call my cell phone at 454 394 4581

Sincerely, *Salustio Savamilla*

Salustio Savamilla
Business owner.

BUSINESS LEASE

THIS AGREEMENT entered into this MARCH 4, 2008, between SHEAR AND ZACCO PROPERTIES, INC. hereinafter called the "Lessor" or "Landlord", party of the first part, and EXPRESS AUTO PAINT INC. a corporation of the County of Broward and State of Florida, hereinafter called the "Lessee" or "Tenant", party of the second part.

WITNESSETH, That the said Lessor does this day lease unto said Lessee, and said Lessee does hereby hire and take as tenant under said Lessor, 2000 SW 71st, Terrace, Bay(S) # B-3 & B-4 Davie, Florida 33317, hereinafter the "premises" or "demised premises" situate in Davie, Florida, to be used and occupied by the Lessee as warehouse/office/Storage and for no other purposes or uses whatsoever, subject to and conditioned on the provisions of the Lease, for the term of three (3) years beginning the MARCH 4, 2008 and ending MARCH 4, 2011.

Lessee shall pay to Lessor as Base Rent for the demised premises per annum ("Base Rent") payable in equal monthly installments of DOLLARS 00/100THS PLUS TAX, WATER, AND WASTE

+ TAX + WATER + WASTE) PER BAY each in advance, on demand, on the first day of each and every month during the term hereof without deduction of setoffs, with the first such monthly installment being payable upon the execution of this lease. A late charge of ONE-HUNDRED AND NO/100THS (\$100.00) PER WEEK, PER BAY, shall be assessed and become immediately payable for each month's rent that is five (5) days past due.

Total due every month is \$

***Let it be understood that our insurance and taxes may be raised. When the tax and insurance are raised you will charged for the raise, then you will have to pay the raise that is charged immediately, on demand, for your bays. It will be distributed amongst all the bays immediately and you will pay your share within five days.**

The Base Rent shall be paid to the Lessor in legal tender of the United States of America on demand therefore at the office of Lessor, 2011 SW 70th Avenue, A12, Davie, Florida 33317, or at such other place that the Lessor may from time to time designate by notice in writing. The Annual Base Rental shall be subject to increases in accordance with the provisions of the Lease and/or the Addendum attached hereto. In addition, Lessee shall pay at the same times and places as the rent installments due hereunder, any and all applicable sales and/or use taxes on the Base Rent, any increases or additions thereto, and its pro rata share of any increase in real estate taxes and its pro rata share of other expenses as set forth herein.

Simultaneously herewith, Lessee has deposited with Lessor, the sum of (\$1,900.00) dollars-as security for the full and faithful performance by Lessee of all of Lessee's obligations hereunder and to be held by Lessor subject to the terms and conditions set forth in this Lease and the Addendum attached hereto and made a part hereof.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the Lessee.

Definitions: As used herein the term "Davie Commerce Center", "Commerce Center, Inc." or "Commerce Park Property" shall include the buildings (including the building in which the premises are located) and other structures at Commerce Center, Inc. together with all common areas, parking lots and other real property of Commerce Center, Inc.

1. The Lessee shall not assign this Lease, nor sublet the premises, or any part thereof without first having obtained the express written consent of the Landlord.
2. The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and city governments and of any and all of their departments and bureaus applicable to the premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with the premises during the term of this Lease; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at Tenant's own cost and expense.
3. In the event the premises or Commerce Park Property shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenable, the Lessor shall have the right to render the premises or Commerce Park Property tenable by repairs within ninety (90) days therefrom. If the premises or Commerce Park Property are not rendered tenable within said time, it shall be optional with either party hereto cancel this Lease upon delivery of written notice of cancellation to the other party, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty.